



TELEVISION | DIGITAL | ONLINE

October 14, 2009

Ms. Elizabeth Tumulty  
Executive Vice President Distribution  
The CW Television Network  
3300 W. Olive Avenue, Suite 3042  
Burbank, California 91505

RE: Affiliation Agreement between LIN Television Corporation ("LIN") and The CW Television Network ("The CW"), dated as of April 13, 2006 ("Agreement") for stations KNVA, WNLO, WWHO and WBPB (collectively "Stations")

Dear Elizabeth:

This is to follow up on our conversations in August regarding the extension of the term of the Agreement. You requested that we review our business arrangement and consider alternatives to the existing business terms. While we are always open to having discussions with you, we wanted to make sure that there is no misunderstanding regarding our intentions to continue our relationship with you. Therefore, please be advised that we are exercising our right in Paragraph 2 of the Agreement to extend the term of the Agreement for seven years. We look forward to continuing our mutually beneficial partnership between LIN and The CW on the Stations. With respect to your proposed new arrangement, we have sent comments on the new form of agreement to Dennis Dort. If we are able to reach a mutually acceptable new agreement, then we can discuss terminating the existing Agreement at that time.

Please contact me if you have any questions.

Sincerely,

Scott Blumenthal  
Executive Vice President Television

cc: Mr. Dennis Dort, Vice President Legal, The CW Television Network



April 13, 2006

Mr. Peter K. Schruth  
CBS, Inc.  
51 West 52 Street  
Seventh Floor  
New York, New York 10019

Dear Peter:

LIN Television Corporation ("LIN") hereby makes the following offer to affiliate with The CW Television Network on the terms and conditions contained herein ("Offer"):

1. **DMA/Call Letters:**

Austin, Texas / KNVA (LMA)  
Buffalo, New York / WNLO  
Columbus, Ohio / WWHO  
Mobile, Alabama / WBPG (LMA)  
(collectively, "Stations")

2. **Term:**

Three years commencing at the start of The CW's 2006/2007 broadcast season. LIN will have an option, exercisable in LIN's sole discretion upon reasonable notice to The CW, to extend the term of the affiliation for seven years.

3. **Programming for specified non-network time periods:**

Monday-Friday programming broadcast between 5pm and prime time will be generally compatible with the network.

4. **Promotion/Marketing Requirements:**

- a) Stations will use network supplied graphics package during all network and non-network day parts.
- b) Stations will use local network station logo bug during all local day-parts.
- c) Stations logo will be based on network logo and subject to mutual approval.

d) Commencing seven weeks prior to launch and thru the end of the Term, between 6am-2am, Stations will broadcast at least one thirty-second day-and-date CW series promo each hour (excluding time periods with CW programming and station licensed children's programming), provided, that for the two hours prior to prime time, Stations will broadcast at least one thirty-second day-and-date CW series promo each half hour. Promo will be local version of network creative and must be scheduled in the last position of the break and as directed by CW marketing. Promo length will not be split unless agreed upon. At least once every half hour during access Stations will use lower third pop-up banners promoting a specific CW primetime series.

e) Launch Promotion: Stations will expend at least \$100,000 collectively in out of pocket third party off air media (from 7 weeks prior to launch thru the end of the Nov 2006 sweep) to launch The CW. All such promotion will contain a specific reference to CW series including day and time. The basic creative executions will be approved by the CW, provided such approval shall not to be unreasonably withheld.

f) Coop: The CW will commit to granting advertising matching co-op to the Stations, exclusive of any co-op in connection with the network launch, in the aggregate amount of up to (CW's share) per season, provided that the Stations commit to matching such co-op dollar-for-dollar. (For clarity: The CW is committed to spending up to' if the Stations, in the aggregate, spend that amount.) The allocation of this annual amount, by station, shall be determined and included in each station's affiliation agreement. The co-op commitment by The CW shall be subject to its co-op guidelines and all amounts expended by Stations shall be subject to audit.

g) Stations will commit to cross promotion on appropriate co-owned media platforms in the DMA.

h) Stations websites will contain prominent CW branding elements & presence.

#### 5. Clearance:

Full, in-pattern clearance of all programs on The CW Television Network program schedule (or such programs' replacements or successors) without time compression, squeezing, or alteration in CW signal, as set forth in the attached Schedule A, in the following dayparts:

Primetime:	Monday-Friday	8-10 pm ET/PT 7-9 CT
	Sunday	7-10 pm ET/PT 6-9 CT
Daytime:	Monday-Friday	3-5 pm local time
Weekend:	Saturday Kids	7am-12pm local time
	Sunday non-prime	5-7pm ET/PT 4-6 CT

#### 6. Pre-Emptions:

Each Station shall be allowed to pre-empt The CW programming up to 15 hours per season for programming of local interest. No pre-emptions will be permitted between September 1 and December 1 or during the February and May sweeps except for pre-emptions due to those pre-existing obligations (and any renewals of those obligations, provided that no renewals may increase

the number of pre-emptions in those periods) as set forth in Appendix A, attached. Any CW pre-empted programming will be broadcast in a time period upon which you and we shall mutually agree and which shall be of a quality and rating value comparable to that of the scheduled program times.

**7. Local Commercial Inventory:**

Prime Time: 3 minutes per hour

M-F Daytime  
Programming: 4 minutes per hour

Weekend  
Programming:

Saturday Kids: 1 minute per hour  
Sunday non-prime: 4 minutes per hour

**8. Right to Expand Time Periods:**

Early Morning: Monday-Friday: 7-9am local time  
Primetime: Saturday: 8-10pm ET/PT 7-9pCT  
Late Night: Monday-Friday: 11 pm ET/PT 10pm CT

Upon one year prior written notice. Time period shall be subject to any preexisting third party contractual time period commitments for programming by station.

**9. Expanded Time Periods:**

Monday-Friday Early Morning: Six (6) minutes per hour,  
Saturday Primetime: Three (3) minutes per hour,  
Monday-Friday Late Night: Six (6) minutes per hour.

**10. Distribution Rights:**

Free Over-the-Air Television Broadcast Rights (Analog & Digital) in the DMA

**11. Distribution Exclusivity:**

Free Over-the-Air Television Broadcast Rights in Community of License and outside the Community of License in the DMA to the extent permitted by FCC rules and regulations.

**12. Cable & Satellite Retransmission:**

Standard retransmission rights provided at least 90% penetration at the time of launch

**13. Network Non-Duplication Protection:**

Standard - Per FCC Rules, including against KBEJ in the Austin DMA.

Using as a baseline the ratings adults 18-34 (as measured by Nielsen), achieved by each Station during the 2005/2006 television season (sweeps periods: November 2005, February 2006, and May 2006), the parties will develop a matrix showing the payments that will be made to The CW in accordance with this standard.

These payments are intended to compensate WB for the WB programming and are in no way intended to, nor do they, confer on WB any ownership or other equity interest in Stations.

**18. Special Conditions:**

With regard to WNLO and WWHO only, The CW will provide an amount up to a limit of \$686,000 per year for three years to guaranty that the profitability (as defined above) of the time periods during which The CW supplies its 30 hours of programming per week on each of the two stations will not decrease from the levels of the 2005/2006 broadcast season (the "Baseline Period"). LIN will provide The CW with a sworn affidavit from LIN's CFO (subject to audit by The CW under conditions and limitations standard in the industry) verifying the profitability during the Baseline Period as well as during each quarter, (within 30 days of the close of each quarter) during the initial three years of the term hereunder. During each year payments will be made to LIN in equal quarterly installments, one quarter in arrears, with each payment adjusted to reflect the actual performance the subject time periods on each Station during the preceding Quarter.

**19. Affiliate Board:**

The CW will form an affiliate board and Gary Chapman will have a seat on the board.

This Offer will be irrevocable for 21 business days from receipt by The CW. I understand that The CW is under no obligation to accept this Offer and its decision as to accepting this or any Offer shall be in its sole discretion.

Other terms and conditions will be contained in a definitive Affiliation Agreement not inconsistent with the terms of this Offer proposed and negotiated in good faith between the parties.

The parties acknowledge & agree that this letter agreement and any other agreements related hereto are subject to and conditioned upon regulatory approval of the formation of The CW Network and that formation of The CW is a condition precedent to this Agreement.

**14. Digital Spectrum:**

Network and Stations acknowledge that Stations expect to cease analog broadcasts during the term of the Affiliation Agreement pursuant to a national transition to digital broadcasting, and that thereafter Stations will broadcast only a digital signal. All rights and obligations of Stations and Network under the Affiliation Agreement (including, without limitation, program carriage, promotion, and commercial announcements) will apply to Stations' digital signal and to its analog signal for as long as Stations continue analog broadcasts. Stations will be obligated to broadcast in the HDTV format on Stations' digital signal all Network Programming and advertiser and program-related material provided to Stations in the HDTV format. Stations are not obligated to provide Network with more than one digital channel in the DMA, provided that Stations will negotiate in good faith concerning any CW proposal for multiplexing, if any.

**15. Assignment:**

No assignment without prior written consent from The CW which will not be unreasonably withheld taking into account the business interests of The CW and that the assignee agrees to an assumption of all obligations.

**16. Confidentiality:**

The terms of this document, the Affiliation Agreement, and discussions related thereto, will not be disclosed to anyone who is not either employed by the Stations or the corporate ownership of the Station, provided that such employee agrees to preserve the confidentiality. Notwithstanding the foregoing, adherence to FCC filing requirements and other laws or regulations will not constitute a violation of this point; provided that Stations uses their best effort to protect the confidentiality of the material terms herein and disclose only those terms which are mandated by such law or regulation. Any press release regarding the terms of this negotiation or Agreement shall be pre-approved by The CW. The parties participation in negotiations related hereto shall constitute their agreement to comply with this Confidentiality provision. Because the Confidentiality of the terms of this offer, and the terms of the Agreement which shall be entered into between the parties is of the essence, and because it would be difficult to ascertain an accurate amount of damages that would flow from a breach, the parties agree that in the event that this confidentiality provision is breached by LIN then liquidated damages in the sum of \$1.5 million will be paid to The CW.

**17. Programming Fees:**

For the first three years of the Term, there will be no programming fees payable by LIN.

Thereafter, each Station agrees to pay each year to The CW an annual payment equal to fifteen percent of any increase above twenty percent in profitability for the CW-programmed hours during that year compared to the profitability of non-CW programming broadcast in the same time periods prior to the launch of The CW.

"Profitability" will mean gross revenues during the CW-programmed hours derived from the sale of advertising time (less any agency commissions paid), less the cost of programming during the CW-programmed hours. "Cost of Programming" will mean that sum each station amortizes on its books and records as the costs of programs broadcast during all CW-programmed hours.

**CW LIN Term Sheet 4/13/06**

**SCHEDULE A**

**WPBG**

**ACC Football  
New Orleans Saints Preseason Football**

**WWHO**

**Cleveland Indians Baseball**